

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
ATLANTA BRANCH OFFICE
DIVISION OF JUDGES

**MEDIA GENERAL OPERATIONS, INC.,
D/B/A THE TAMPA TRIBUNE**

and

CASE 12-CA-23467

RICHARD BANOS, an Individual

Ayesha Villegas-Estrada, Esq.,
and *David Cohen, Esq.*
for the General Counsel.
Glenn Plosa, Esq.,
for the Respondent.

DECISION

Statement of the Case

LAWRENCE W. CULLEN, Administrative Law Judge: This case was heard by me on April 1 and 2, 2004, in Tampa, Florida. The case is based on a charge filed by Richard Banos, an Individual, on October 15, 2003. The complaint alleges that Respondent Media General Operations, Inc., d/b/a The Tampa Tribune (“the Respondent” or “Tampa Tribune”) violated Section 8(a)(1) and (3) of the National Labor Relations Act (“The Act”) by issuing discipline to its employee Richard Banos, an Individual, on October 10, 2003. The Respondent has by its answer denied the commission of any violations of the Act.

On the entire record including my observation of the demeanor of the witnesses and after considering the trial memorandums of the parties, I make the following:

Findings of Fact and Conclusions of Law¹

I. The Business of the Respondent

The complaint alleges, Respondent admits and I find that at all times material herein for the twelve month period prior to the issuance of the complaint, Tampa Tribune has been a

¹ Respondent’s objection to the admission into evidence of Respondent’s December 22, 2003 and December 30, 2003, Statements of Position as General Counsel’s Exhibits 11 and 12 are overruled and the Statements of Position remain admitted into evidence.
General Counsel’s Corrected Memorandum is received.

Delaware Corporation with an office and place of business in Tampa, Florida where it has been engaged in the publication of The Tampa Tribune, a daily newspaper, that in conducting its business operations it derived gross revenues in excess of \$200,000, held membership in and subscribed to various interstate news services including Associated Press, published nationally syndicated features and advertised various nationally sold products and has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. The Labor Organization

The complaint alleges, Respondent admits and I find that at all times material herein, the International Brotherhood of Teamsters, AFL-CIO, Local 79 (“The Union” or “Local 79”) has been a labor organization within the meaning of Section 2(5) of the Act.

The complaint further alleges and Respondent admits that on or about October 10, 2003, it disciplined its employee Richard Banos and specifically asserts that it issued Banos a written warning for misconduct. The complaint also alleges and Respondent denies that it disciplined Banos because he joined and assisted the Union and engaged in concerted activities and to discourage employees from engaging in these activities. Based on the foregoing complaint allegations the complaint alleges that Respondent has been discriminating in regard to the hire or tenure or terms of conditions of employment of its employees, thereby discouraging membership in a labor organization, in violation of Section 8(a)(1) and (3) of the Act and that the above described unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

Facts

Banos is a 33 year employee of Respondent. He has at all material times in this case been employed as a maintenance operator. He runs the insert machines and maintains and repairs the insert machines and all the down line equipment, counter stackers, roller conveyors and other related equipment. He works on the maintenance shift between 10 pm to 6 a.m. Tuesday through Friday and Saturday 8 p.m. to 4 a.m. He has been a long time union adherent and at one point served as president of a predecessor union, which represented the unit employees prior to the advent of Teamsters Local 79 in 1990. Banos is currently and has been since 1990 a Union Stewart for Local 79. Local 79 represents Respondent’s mailroom and packaging employees at its main plant on Parker Street and at its Packaging and Distribution Center (“PADC”) at another location in Tampa. There are approximately 150 unit employees employed at its Parker Street facility and about 40 unit employees at its PADC.

The Respondent and the Union have had a collective bargaining relationship since 1990. They were parties to a collective bargaining agreement (“CBA”), which covered a term of September 9, 1996 to September 13, 1999. The parties extended the agreement to October 14, 1999. The parties have not reached agreement on a successor agreement. The Respondent made a “Final Offer” in February 2001, which was rejected by a vote of 31 to 0. The parties have not negotiated since that date.

In the fall of 2003, Respondent initiated a campaign to rid itself of the Union. It increased its meetings with its unit employees from once a month to twice a month. Tribune has a diverse work force including African Americans, Hispanic employees and Haitian employees

who speak Haitian Creole. On September 3, 2003, President and Publisher Gil Thelen sent letters to each of the unit employees. The letters were in English, Spanish and Haitian Creole in order to reach employees who do not speak English. In his letter Thelen stated that as their new Publisher he wanted to extend his greetings and best wishes and that he had been updated that the employees were represented by a labor union. He stated he was surprised to learn that the Union had not asked for a bargaining session since February 2001, when the Respondent had presented the Union with a final offer. He also stated that he had reviewed the offer and thought the proposals were “good, fair and make sense for the Tampa Tribune in the 2000’s.” He also stated it seemed to him that the Union had “abandoned the scene.” He also noted that the Union had turned down the offer by a vote of 31 to 0, which may indicate how few of the employees are interested in what the Union is doing. He concluded by stating that his “management philosophy is that all our supervisors should be treating you with “fairness, dignity and respect.”

On September 16, 2003, Human Resources Manager Julie Nebeker reported by “e-mail” to Human Resources Vice President Frank McDonald, concerning a meeting held with the dayside packaging supervisory team in which the supervisors were told to address employee issues with “fairness, dignity and respect.” She also addressed the letter from Publisher Gil Thelen:

The letters from Gil went out and were translated into both Spanish and Creole. Donna (Human Resources Manager Donna Manion) asked Jean Jacques, night side supervisor what was the general reaction of the Haitians to the letter. He said they wanted the union out. He and Jennifer (Amstutz) have coordinated that the most active advocate(s) received the decertification cards

I will meet with Bill Coile (not identified in the record) on Wednesday to discuss the Spanish employees reaction. I have been going out to PADC pretty regularly to talk with people.

On September 23, 2003, in an “e-mail” Human Resources Manager Julie Nebeker reported to management concerning meetings held that week with the employees on both dayside and night side and and noted that Richard Banos had sat in each night meeting. She reported that some of the dayside employees who had been pro-union had started to “feel some change and felt that Human Resources was a catalyst in recovery. They said they really wanted to believe that things were going to be different.”

They also were very suspicious of how people had gotten the decertification cards. They thought Jean Jacques was passing them out, which brought up two issues; 1. why is Jean handing them out; and 2. It was perceived that only the Haitians were getting the cards. Regarding the cards, the response was slightly vague, but we tried to be open with answering their questions.

We also explained that Jean was not handing out the cards. However, due to the ‘Gil’ letter which had been translated into Creole, there was some clarification needed as the Haitians’ culture does not have unions within their workforce. Jean has always been a spokesperson in the past therefore, their instinct was to go to him.

Decertification cards have been signed at 202 S. Parker Street and PADC. I think the continual updates has really started some movement. First line supervisors will be essential to continuing the communication flow. We may want to emphasize what the next step would be.

I am working with Danny (Garren) and Jennifer in building better communication in all directions, (i.e. up, down and across). It seems that a great deal of the dissension amongst employees is the lack of communication. They have made a great effort with the biweekly staff meetings, but now need to move it to the next level of more one-on-one conversations.

On October 16, 2003, in an "e-mail" sent to management by Human Resources Manager Nebeker reported:

Our last meetings with packaging went really well. Gil Theleln came to both the night/day side meetings. Richard Banos was in every meeting and was very abrupt and utilized name calling. He was full of union propaganda, he professed concerns such as job security, seniority and pay. He was trying to tell the employees that the union is the only way to protect their job. Gil told each group, that the union could not protect their job, even without a union no one's job is protected including his own. Both Donna and I reminded Richard in several meetings that this was not a union meeting.

We did have food at both the day/night meetings. The food went over with some of the groups, but in others, they would not touch it. My perception was that they were making a point that food is not going to win them over.

Brian Rothman was here for both the beginning of the day/night shifts. It was raining in the a.m. and he wanted to seek cover, which was on our property. Security informed him that he could not be on our property. Some employees were upset that we did not let him on the premises. The strong union employees took the opportunity to say, "see the company obviously has something to hide." The employees asked about it in the meetings, saying how are we to make an informed decision without the chance to hear both sides. Our response was that we want you to be informed and make the right decision, which in our opinion would be to give the company the chance to have one on one conversations without a third party. However, we can not allow union meetings to be held on property.

The most prevalent case was with Richard Banos. He was repairing some equipment in which he was supposed to have a back up line set up so the papers could continue while he did repairs. He did not have the back up line set up. When his supervisors, Jennifer Amstutz and Rick Pritchett tried to coach him, he became very upset and was verbally attacking Jennifer. She and Rick tried to calm him down, but he continued. He received a written reminder for his behavior.

Human Resource Manager Julie Nebeker acknowledged that she told the unit employees

at a meeting in the fall of 2003, that the Respondent wanted to be “union free” and that she would like to deal one on one with the employees. She also told the employees that the Union should agree to the Respondent’s last contract proposal or negotiate further or “get out of the way.” In addition Night Side Foreman Jennifer Amstutz who supervises employees in the Packaging Department, posted signs throughout the work area stating “Fairness, Dignity and Respect.” Banos was a well-known Union adherent and a Union steward who handled grievances with the Respondent on behalf of the unit employees. At a meeting conducted by Respondent with the unit employees, held in September 2003, Banos spoke up in opposition to the Respondent’s campaign to be “union free.” He told the employees that if they got rid of the Union, they would have no protection against outsourcing of their jobs which had been done by other news organizations in the area. He also began to tell the employees of the benefits of union membership but Respondent’s management at that meeting cut him off and told him this was not a union pep rally.

Banos was concerned about the “union free” efforts of the Respondent and went to his Union representatives and asked them to take action to combat the Respondent’s antiunion campaign. As a result of his request Union Secretary-Treasurer and Business Agent Brian Rothman and his staff prepared some 300 plus fliers in English and Spanish announcing a meeting at Respondent’s Parker Street location which is in downtown Tampa. The fliers were given to Banos who caused them to be distributed at the Parker Street and PADC locations. The fliers invited the employees to meet with Union representatives on Wednesday 10/1/03 between 7-8:30 a.m. – 7:30 –8:30 p.m. at the Grand Central Parking Garage Exit, which is directly across the street from the entrance to the Parker Street location. They urged the employees to get answers to their questions and to see what “we can do to protect our jobs and build our future with a legally binding Teamsters contract!” Rothman and Union organizer and political liaison Randy Pines were at the Parker Street location of the Tampa Tribune throughout the day and evening until 9:30 that evening except when they left for lunch. They handed out fliers and talked to employees throughout the day. Rothman testified he talked to in excess of 100 employees that day. They were observed by Operations Manager Greg Stewart. Banos was also at the garage on behalf of the Union throughout most of the day when he met with employees and handed out fliers on behalf of the Union. He also had been observed by Tampa Tribune officials while he was handing out fliers and greeting employees. The Union and Banos greeted employees as they came to work and went home throughout the course of the day on October 1, until just prior to 8:30 p.m. when Banos went to work on his normal night shift. Later during the same shift but on October 2, Banos prepared to make a repair on a bottom wrap machine on the pressline. This repair necessitated that the machine be shut down while it was being made. Normally there are two presslines running and the second pressline can be used as a backup to ensure that production is not halted while the repair is being made. On this occasion there was only one pressline running which was the pressline that was in need of repair and there was accordingly no backup pressline available. Banos stopped the pressline and made the repair, which took around ten minutes when the pressline was restarted. Night Foreman Jennifer Amstutz watched him during the repair from a window in her office. After the repair had been made, Jennifer asked Chief Maintenance Operator, Richard Prichett to call Banos into her office for a “coaching.” Prichett did so. When Banos entered Amstutz’s office she told him she was going to give him a “coaching.” He immediately said he needed a Union representative and called Union steward Tony Stone into the office with Amstutz, Prichett and Banos. Amstutz told him that he should not have shut down the pressline as this caused a break in production and the newspapers had to be off loaded from the pressline and stacked. Banos became upset with

this and according to Amstutz and Prichett told her that he was not stupid and the supervisors and some employees were “sorry.” According to Amstutz he also told her that if it were her brother-in-law Jerry Eisner she would have not said anything and “you love to kiss your brother-in-law’s ‘ass’.” Banos admitted he complained about the preferential treatment given by Amstutz to some other employees including Eisner but denied that he had said anything about Amstutz kissing her brother-in-law’s “ass.” Prichett also denied any knowledge of this remark as did Tony Stone. Additionally Human Resources Manager Julie Nebeker testified that when she spoke to Amstutz and Prichett about this incident a week later, neither of them was able to recall any names that Banos had called Amstutz. Amstutz testified that upon hearing this comment by Banos, she pointed to the sign in her office stating, “Fairness, Dignity and Respect” and told him he was not treating her with fairness, dignity and respect and that he could either go back to work or go home. Banos went back to work. Several days later on October 10, 2003, Amstutz presented Banos with a written warning for his conduct during the October 2, 2003 meeting. The warning included a threat of termination for any future misconduct. Amstutz also testified that she had not initially intended to discipline Banos when he was called into the meeting but did so because of his conduct at the meeting. Respondent offered examples of past discipline given to Banos but Amstutz testified that the letter was issued at the instance of her supervisor. She testified upon being questioned by the General Counsel that the warning was issued by Packaging Manager Danian Garren and was based solely on Banos’ conduct at the meeting. Garren was not called to testify. On later questioning by Respondent’s counsel, Amstutz testified she “would consider past instances of discipline” when she gave Banos the written warning on October 10, 2003. I find that the determination of this case rests solely on Banos’ conduct at the meeting and not on any other factors or prior discipline. Assuming arguendo that the imposition of prior discipline was considered by Garren and or Amstutz in their decision to discipline Banos in the instant case, I find that the warning was issued as a direct result of Banos’ conduct in the meeting of October 2, 2003.

Analysis

General Counsel’s Position

The General Counsel contends that Respondent disciplined Banos because of his union activities and that Banos did not lose the protection of the Act as a result of his conduct at the labor-management meeting on October 2, 2003. General Counsel cites Banos’ open activities in support of the Union and his initiation and leading effort to revive support for the Union as a direct challenge to Respondent’s attempt to decertify the Union. General Counsel also relies on Human Resources Manager Nebeker’s e-mails and other evidence of Respondent’s statements to unit employees as set out above as amply demonstrating Respondent’s knowledge of Banos’ union activities and Respondent’s animus against Banos because of his union activities.

General Counsel contends that Banos’ actions during the meeting in Amstutz’s office on October 2, after he enlisted the aid of fellow Union steward Stone, constituted union activity as Banos was exercising his right as a union steward to defend himself against the accusations of Foreman Amstutz citing, *Felix Industries*, 339 NLRB No. 32 (2003). Banos’ response to Amstutz’ criticism of his work was tantamount to verbally grieving the “coaching” by Amstutz. Accordingly Banos’ conduct during the day of October 1 and continuing into the coaching session of October 2, constituted union activities protected by Section 7 of the Act.

Banos defended his work, insisted he had not acted improperly and criticized management’s “fairness, dignity and respect” campaign. He did not engage in name calling, did not refuse an assignment or refuse to follow orders. It is undisputed and admitted that Banos would not have been disciplined if he had not engaged in union activities in September and October 2003, and at the October 2 meeting with Amstutz and Chief Maintenance Operator Prichett on October 2.

General Counsel argues that even assuming that Banos expressed himself intemperately during the coaching meeting, he did not lose the protection of the Act. He acted as a shop steward and was entitled to make his case. In *Consumer Power Co.*, 282 NLRB 130, 132 (1986) the Board held that “[W]hen an employee is discharged for conduct that is part of the res gestae of protected concerted activities, the relevant question is whether the conduct is so egregious as to take it outside the protection of the Act, or of such a character as to render the employee unfit for further services.” A recent Board decision involving a different facility of this Respondent stands for the same proposition. *Media General Operations, Inc., d/b/a Winston-Salem Journal*, 341 NLRB No. 18 (2004). In *Thor Power Tool Co.*, 148 NLRB 1379, 1380 (1964) the Board examined the following factors to make this determination: (1) the place of the discussion; (2) the subject matter of the discussion; (3) the nature of the employee’s outburst; and (4) whether the outburst was in any way provoked by the employer’s unfair labor practice. *Atlantic Steel Co.*, 245 NLRB 814, 816 (1979).

Banos’ alleged misconduct occurred during a meeting in an office away from the work floor and in the presence of only one other unit employee who was there as a witness in his capacity as a union steward. Banos had reason to believe he was singled out because of his recent union activities. The subject matter was a union-management meeting concerning Banos’ work performance. Banos did not engage in any conduct so inflammatory as to lose the protection of the Act. The alleged verbal attacks by Banos were nothing more than a defense of his conduct and a criticism of management in the context of a union management meeting.

Respondent’s Position

Respondent contends that Banos’ written warning was legitimate, measured, non-discriminatory discipline. Under the terms of the expired CBA, Article 3-Management Rights, Section 3.1, 3.2(e) and 3.2(f), the Tampa Tribune had the right to discipline Banos as his insubordination, verbal attacks, and drastically disrespectful behavior are not tolerated under the CBA or inherent management rights. Banos insulted supervisor Amstutz and his co-workers in front of another employee. His language was offensive and abusive, and was not protected under the Act.

Analysis

I find the General Counsel has established a prima facie case that the written warning issued to Banos was violative of the Act. Initially, I credit the testimony of Amstutz that Banos was loud and argumentative and that he stated that she loved to kiss her brother-in-law Jerry Easley’s “ass.” I do not credit Banos’ denial that he made this statement. I credit the testimony of Prichett and Stone that they did not hear this comment. I note Nebeker’s testimony that neither Amstutz nor Prichett informed her that Banos had made the comment attributed to Banos by Amstutz. I note also that the written warning does not specifically refer to this comment. I

note also that Respondent did not call Garren who issued the warning to testify. I find Banos' defense of his position regarding the performance of his job was part of the *res gestae* of his defense and was protected under the Act as his conduct was not so egregious as to deny Banos the protection of the Act. As in *Media General Operations, supra* I find that the place of the meeting in a management office and in the presence of two supervisors and only one employee who was there in his capacity as a union steward weighs heavily in favor of the protection of Banos' conduct with respect to the first factor of the *Atlantic Steel Co., supra* test of the factors to be balanced in determining whether an employee's concerted protected activity loses the protection of the Act due to opprobrious conduct.

I find the second factor, the subject matter of the discussion also weighs in favor of protection of Banos' conduct. Banos was engaged in defending his position that he had properly performed his job when he shut down the pressline to make a repair. The "coaching" engaged in by Amstutz was in reliance on her conclusion that Banos' taking the line down to repair it was an error on his part or at least poor work performance. In any event Banos' reasonably perceived that he was at risk of receiving discipline for his work performance. Moreover his assertion that he was being unfairly singled out by Amstutz came on the heels of his participation in the hand-billing for a Union meeting and his solicitation of other unit employees to come to the Union meeting. This also followed meetings held by the Company where Company representatives had urged the employees to eliminate the third party ("the Union") so that it could deal one-on-one with the employees. This is particularly noteworthy in a review of the Publisher's letter to the employees and in view of Human Resource Manager Julie Nebeker's discussion at meetings where she urged the Union to accept the Company's final offer, negotiate further or get out of the way.

The third factor, the nature of the conduct, weighs in favor of the protection of the Act. I do not find that Banos' conduct was so egregious as to lose the protection of the Act. Amstutz acknowledged that the workplace is noisy, there have been threats and even fights among employees and that profanity is used with some regularity among the employees. Stone also testified that he has heard profanity used by supervisors. I credit this testimony. Under these circumstances, I find that Amstutz had heard profanity before as she indicated this in her testimony. The testimony of Nebeker, Banos, Prichett and Stone also supports the conclusion that profanity is regularly engaged in by the employees on the job. However, in the instant case the only unit employee at this meeting was Stone who was there in his role as a Union steward. Moreover, I find it significant that both Pritchett and Stone denied that they had heard this comment and Nebeker testified this alleged comment was not mentioned by Amstutz or Prichett. This leaves me with the conclusion that the comment did not have an impact on the other participants in the meeting.

I find that the fourth factor, the commission of the Respondent of unfair labor practices, also weighs in favor of the protection of the Act. It is clear as noted in the General Counsel's brief that the Respondent was actively initiating and fostering the desertification efforts by its discussion of the contract status at the meetings and urging the unit employees that they decertify the Union and by the delivery of cards to seek an election to decertify the Union, particularly to employees it believed were not in favor of union representation. This activity was not mere ministerial assistance. This type of activity is violative of the Act.

Accordingly I find that the four factors both individually and in their entirety favor the

protection of Banos’ conduct and I find he did not lose the protection of the Act by his conduct in the “coaching” meeting of October 2, 2003. I find that the issuance of the written warning on October 10, 2003, by its manager Jennifer Amstutz and signed off on by Garren violated Section 8(a)(1) and (3) of the Act.

Conclusions of Law

1. Respondent is an employer within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) and (3) of the Act by the issuance of the written warning to Richard Banos.

4. The above unfair labor practice in conjunction with Respondent’s status as an employer affects commerce within the meaning of Section 2(2), (6) and (7) of the Act.

The Remedy

Having found that Respondent has violated Section 8(a)(1) of the Act, it shall be ordered to cease and desist therefrom and to take certain affirmative actions designed to effectuate the policies of the Act.

Respondent having discriminately issued the written warning to Richard Banos, shall be ordered to rescind the written warning, expunge the warning from its records, notify Richard Banos in writing that this has been done and that the unlawful warning will not be used against him in any manner in the future and post the appropriate notice, which shall be in English, and in Spanish and Haitian Creole to inform employees who do not speak English.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:²

ORDER

Respondent, Media General Operations, Inc., d/b/a The Tampa Tribune, its officers, agents, successors and assigns shall:

1. Cease and desist from:

(a) Discriminatorily issuing discipline to its employees threatening discharge.

(b) In any like or related manner interfering with, restraining, or coercing

² If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

employees in the exercise of the rights guaranteed them under Section 7 of the Act.

2. Take the following affirmative actions:

(a) Rescind the written warning issued to Richard Banos on October 10, 2003.

(b) Within 14 days from the date of this Order, remove from its files any reference to the unlawful warning and within 3 days thereafter notify Richard Banos in writing that this has been done and that the warning will not be used against him in any way.

(c) Within 14 days after service by the Region, post at its facility in Tampa, Florida, copies of the attached notice marked “Appendix.”³ Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 2003.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated at Washington, D.C.

Lawrence W. Cullen
Administrative Law Judge

³ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading “**POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD**” shall read “**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.**”

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT issue written warnings to our employees threatening discharge because of their support of the International Brotherhood of Teamsters, AFL-CIO, Local 79 or engagement in protected concerted activities.

WE WILL NOT in any like or related manner interfere with you in the exercise of your rights under the national Labor Relations Act.

WE WILL rescind the unlawful warning issued to employee Richard Banos.

WE WILL expunge from our files any reference to the unlawful warning and will advise him in writing that this has been done and that this warning will not be used against him in any manner in the future.

MEDIA GENERAL OPERATIONS, INC.,
D/B/A THE TAMPA TRIBUNE
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Enterprise Plaza, Suite 530, 201 East Kennedy Boulevard, Tampa, FL 33602-4081
(812) 228-2641, Hours: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE
DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED
BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE
OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE
REGIONAL OFFICE'S

COMPLIANCE OFFICER, (813) 228-2662.